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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

R.S.A. No. 4928 of 2003
Date of Decision : 30.8.2007

Chhindo **...Appellant**

Versus

Smt Sato and others

...Respondents

CORAM: HON'BLE MR. JUSTICE RAJESH BINDAL

Present: Mr. Jasjit Singh, Advocate for the appellant.

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RAJESH BINDAL, J.

This is plaintiff's second appeal against the concurrent findings of fact by both the Courts below whereby suit filed by her seeking declaration to the effect that the appellant-plaintiff had never executed any attorney, deed, agreement to sell, sale deed, gift deed or any other documents of any nature in favour of respondent-defendant except one sale deed dated June 29, 1999.

The case put up by the plaintiff before the Courts below was that infact when a dispute arose at the time of delivery of possession, the sons of the appellant-plaintiff were arrested by the police and it was in the police station that certain blank documents were got signed from her, which were later on converted into various deeds. However, on examination of the evidence produced by the appellant-plaintiff on record, it was found that story put up by her was concocted. No cogent evidence was produced on the file to show that sons of the appellant-plaintiff were ever arrested by the police. No doubt the dispute arose between the parties regarding delivery of possession which led to registration of case under Section 107/151 of the Code of Criminal Procedure, which was disposed of merely on the undertaking of the sons of the appellant-plaintiff before Sub Divisional

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Magistrate, Phillaur to the effect that they will not indulge in any lawlessness in future. No complaint to any of the higher authority regarding illegal arrest of the sons of the appellant-plaintiff was proved on file. Even it was noticed that the agreement to sell which appellant-plaintiff disputed in the suit had her photograph affixed thereon. The agreement was proved beyond doubt with the evidence of the witness and also the deed writer. Still further, it is noticed that the agreement revealed that even the possession of the property had been delivered to the vendee after obtaining an amount of Rs. 20, 000/-. Accordingly, the suit filed by the appellant-plaintiff was dismissed by the trial Court.

Nothing could be pointed out even before the Lower Appellate court by the appellant-plaintiff that her sons were ever arrested by the police. Even PW1, attorney of the appellant though supported the case of the appellant in his examination-in-chief, however, in cross examination the same witness supported the case of the respondents, when he stated that agreement to sell dated September 26, 1999 was duly executed and he also identified the photographs of the parties on the agreement.

With these concurrent findings of the Courts below on the basis of material on record, which the appellant could not dislodge by referring to any material which had either been misread or not considered, the same cannot be held to be perverse.

Accordingly, I do not find any merit in the present appeal and the same is dismissed in limine.

August 30, 2007 **(Rajesh Bindal)**
Pka **Judge**